

# **EXHIBIT A**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

CERVECERÍA MODELO DE MÉXICO,  
S. DE R.L. DE C.V.,

Plaintiff,

v.

CB BRAND STRATEGIES, LLC, CROWN  
IMPORTS LLC, and COMPAÑÍA  
CERVECERA DE COAHUILA, S. DE R.L.  
DE C.V.,

Defendants.

No. 21-CV-07316-LAK

**OFFER OF JUDGMENT PURSUANT TO  
RULE 68 OF THE FEDERAL RULES OF  
CIVIL PROCEDURE**

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendants CB Brand Strategies, LLC, Crown Imports LLC, and Compañía Cervecería de Coahuila, S. de R.L. de C.V. (collectively “Defendants” or “Constellation”), by and through their undersigned attorneys, hereby offer to allow Cervecería Modelo de México, S. de R.L. de C.V. (“Plaintiff”) to take judgment against them in this action through the entry of an injunction, as requested on page 32 of the Complaint in the above-referenced action (the “Complaint”), “permanently enjoining Constellation, its agents, officers, directors, employees, franchisees, licensees, affiliates, principals, subsidiaries, parents, servants, representatives, attorneys, shareholders, divisions, successors, and assigns, and all those in active concert or participation with them who receive notice of such judgment directly or otherwise, from producing, marketing, or selling either of the

Modelo Reserva products.”<sup>1</sup> Defendants further offer to compensate Plaintiff for its reasonable costs in this action accrued through June 23, 2022 (not including any expert witness fees), supported by documentary evidence and a sworn statement of Plaintiff’s counsel. For the avoidance of doubt, this relief does not include any attorney’s fees, to which Defendants maintain Plaintiff is not entitled, nor does this relief include any damages, which Plaintiff has not sought as a remedy for the allegations in the Complaint.

This judgment shall be made in full satisfaction of all claims or rights that Plaintiff, Trademarks Grupo Modelo, S de R.L. de C.V., or any other parent, subsidiary, or affiliate of Plaintiff, may have to any form of relief, arising out of the alleged acts or omissions of Defendants and any of their agents, officers, directors, employees, franchisees, licensees, affiliates, principals, subsidiaries, parents, servants, representatives, attorneys, shareholders, divisions, successors, and assigns, as described in the Complaint.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by Defendants, nor is it an admission that Plaintiff suffered any harm or otherwise is entitled to any relief. Rather, this offer is unconditional and is made to fully and finally resolve all claims asserted by Plaintiff in this action. Acceptance of this offer of judgment will act to release and discharge Defendants, and any of their agents, officers, directors, employees, franchisees, licensees, affiliates, principals, subsidiaries, parents, servants, representatives, attorneys, shareholders, divisions, successors, and assigns, from all claims alleged by Plaintiff in the above-referenced action as

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<sup>1</sup> The “Modelo Reserva products” is hereby defined as the Modelo Reserva “beer that claims it is ‘Finished on aged wood from Tequila Barrels’” and Modelo Reserva “beer claiming to be ‘Finished on aged wood from Bourbon Barrels.’” (See Complaint ¶ 1.) For the avoidance of doubt, this offer of judgment, if accepted by Plaintiff, does not prohibit Defendants or any other persons or entities subject to this offer of judgment, from later producing, marketing, or selling a product bearing the trademark “Modelo Reserva” or using the term “Reserva” in connection with any other later adopted Brand Extension Mark or Brand Extension Beer (as defined in the Sublicense), provided that such product does not claim to be “Finished on aged wood from Tequila Barrels” or “Finished on aged wood from Bourbon Barrels.”

well as any other claims arising from the alleged acts or omissions of Defendants and any of their agents, officers, directors, employees, franchisees, licensees, affiliates, principals, subsidiaries, parents, servants, representatives, attorneys, shareholders, divisions, successors, and assigns, as described in the Complaint.

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, if this offer is not accepted within 14 days, it is withdrawn by operation of law. Failure to accept this offer carries with it the consequences set forth in Rule 68.

Plaintiff may indicate acceptance of this offer by signing the statement to that effect below.

Dated: New York, New York  
August 24, 2023


/s/ Sandra C. Goldstein

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CB Brand Strategies, LLC, Crown  
Imports LLC and Compañía Cervecería  
de Coahuila, S. de R.L de C.V.*

**ACCEPTED:**

**Cervecería Modelo de México, S. de R.L. de C.V.**

  
By: Michael H. Steinberg  
Date: September 7, 2023